

2023 ANIMAL SHELTER CONTRACT

1. **PARTIES:**

This Contract is made and entered into by and between Grant County, Washington, (COUNTY), duly organized and operating under and by virtue of the Constitution and the laws of the State of Washington and Grant County Animal Outreach, Inc. (GCAO), a Washington non-profit corporation.

2. **DEFINITIONS:**

"Animal" means any nonhuman mammal, bird, reptile, or amphibian, pursuant to RCW 16.52.011(2)(a).

"Animal Care and Control Agency" means any city or county animal control agency or authority authorized to enforce city or county municipal ordinances regulating the care, control, licensing, or treatment of animals within the city or county, and any corporation organized under RCW 16.52.020 that contracts with a city or county to enforce the city or county ordinances governing animal care and control, pursuant to RCW 16.52.011(2) (b).

"Animal Control Authority" means an entity acting alone or in concert with other local governmental units for enforcement of the animal control laws of the city, county, and state and the shelter and welfare of animals, pursuant to RCW 16.08.070(5).

"Animal Control Officer" means any individual employed, contracted with, or appointed by the animal control authority for the purpose of aiding in the enforcement of this chapter or any other law or ordinance relating to the licensure of animals, control of animals, or seizure and impoundment of animals, and includes any state or local law enforcement officer or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal, pursuant to RCW 16.08.070(6).

"Owner" means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having control or custody of an animal, pursuant to RCW 16.08.070(7).

3. **OBLIGATIONS:**

A. **GCAO.**

1. Provide animal shelter services for all Animals for which impounding or quarantine is authorized by the COUNTY, pursuant to a lawfully issued order by a tribunal with jurisdiction or, as otherwise authorized by the COUNTY. Such services shall include, without limitation, the following:

- a. Quarantine animals – when requested by the COUNTY, GCAO will act as quarantine facility for Animals suspected of rabies. Rabies suspects, including those having bitten a human, must be handled differently than a standard impounded Animal. The Animal will be confined and observed for up to ten (10) days, or longer as directed by a tribunal with jurisdiction or, a public health official with jurisdiction. If still healthy at the end of the quarantine period, the Animal may be released. If the Animal is not claimed within the period set forth in the Contract, the Animal may be disposed of pursuant to the Contract and applicable authority, including the euthanization of same and submittal of the Animal's brain to an approved laboratory for examination;
- b. Have available the services of a local veterinarian for injured, sick or diseased Animals at all hours;
- c. Act as the Animal shelter operator by furnishing and maintaining a shelter for the handling of all Animals, dead or alive, from the COUNTY, whether they be stray, impounded or otherwise turned over to GCAO;
- d. Provide the best possible care and treatment for Animals in its care and custody delivered by the COUNTY, including proper food, water, housing and humane care for all Animals under its control pursuant to the Contract;
- e. Shall not permit the shelter to become overcrowded;
- f. Provide sufficient, competent and trained employees or volunteers to assume the responsibilities of this Contract;
- g. Adopt out stray or unclaimed Animals with licenses, as requested by the public or required by law;
- h. Enable COUNTY to deliver Animals on a seven day a week, twenty-four hour basis; and
- i. Arrange for the humane destruction and disposal of Animals as required. Such disposal and destruction shall be accomplished in a manner approved by Federal or State regulations that will not subject such Animal to any unnecessary pain;
- j. Make all reasonable efforts to "place," "adopt" or "transfer" any Animal surrendered/delivered to GCAO by COUNTY representatives, to another person or organization and, if necessary, at the sole discretion of GCAO, euthanize said Animals and dispose of the carcasses of any euthanized Animals;
- k. Will shelter Animals for a minimum of seventy-two (72) hours (excluding weekends and holidays) before euthanizing, in order to allow the Owner an opportunity to reclaim the Animal. During the minimum seventy-two (72) hour shelter period, with regard to stray animals, GCAO shall make all reasonable efforts to locate the Owner of any stray animal and/or make all reasonable efforts to "place," "adopt," or "transfer" any Animal to another person or organization. GCAO shall use its discretion on whether or not to hold any stray Animal for placement or adoption or whether or when any stray Animal shall be euthanized and disposed of after the seventy-two (72) hour period; and
- l. Have the shelter open for reasonable hours (Monday through Saturday, or Tuesday through Sunday), except for legal holidays recognized by the State of Washington. During the hours the shelter is open, the shelter, at the discretion of GCAO, can be manned by paid GCAO staff or GCAO volunteers. Further, whether the shelter is open on Sundays or legal holidays, shall be within the discretion of

GCAO. GCAO shall notify the COUNTY, in writing, of the days and hours the shelter is to be open and shall not change such days or hours unless providing advance, written notification to the COUNTY.

2. To provide the COUNTY with an annual report within two (2) weeks following the end of each year this Contract is in force. At a minimum, the annual report shall include the following information:
 - a. The number of Animals brought to the shelter by the COUNTY along with the source of the Animals (stray or owner relinquishment). The number of Animals brought to the shelter by the COUNTY and the source of the Animals. Also, the percentage of Animals which were adopted, transferred, returned to Owner, died, or euthanized.
 - b. The number of complaints received, investigations conducted, and the disposition of any complaints handled, etc.
 - c. Any other information the COUNTY specifically requests in writing at least one (1) Month prior to the end of the period this Contract is in force.
 - d. Any information which GCAO may determine to be informative, helpful or relevant.

B. COUNTY.

1. The COUNTY will pay GCAO the annual amount of One Hundred Thousand Dollars (\$100,000.00), in four quarterly installments for services provided herein. The quarterly installments will be due February, April, July, and October.
2. The COUNTY shall not be responsible for payment of veterinary services requested by GCAO and GCAO shall not be responsible for payment of veterinary services requested by the COUNTY.
3. Notwithstanding Paragraphs 3.B.1 and 3.B.2, the COUNTY shall be obligated to pay the following amounts with respect to animals delivered by the COUNTY to GCAO that are subject to statutory, prosecutorial, or judicial holds, including, but not limited to, animals subject to Bite Holds, animals held as evidence in criminal proceedings, or animals otherwise required to be held beyond the required minimum seventy-two (72) hours set forth in Paragraph 3.A.1.k or the ten (10) day holding period set forth in Paragraph 3.A.1.a:
 - a. Sixty-five percent (65%) of the normally charged rate by GCAO to the general public for holding animals.
 - b. In the event a court orders, and the animal owner pays, an amount for care of an animal to GCAO, the COUNTY shall pay fifty percent (50%) of the remaining amount, if any, due GCAO based on its normally charged rate to the general public for holding animals;
 - c. Notwithstanding Paragraph 3.B.2, the COUNTY shall be responsible for payment of all veterinary services for any animal the COUNTY delivers to GCAO described in

Paragraph B.3. To the extent possible, and while maintaining humane care for the animal, GCAO will obtain prior COUNTY authority for veterinary treatment.

- d. Payments required in accord with this Paragraph and its subparts shall be made within thirty (30) days upon request by GCAO.

4. INDEMNIFICATION:

GCAO shall defend, indemnify and hold harmless the COUNTY and its officers, officials and employees, from any and all claims, injuries, damages, losses or suits, including attorney fees and costs, and liability, arising out of or in connection with the performance and from the activities of GCAO, and its officials, officers, employees and agents, of this Contract. GCAO shall maintain general liability, comprehensive, premises, operations, contractual and personal injury coverages and insurance, in the minimum amount of One Million and No/100 Dollars (\$1,000,000.00). Such policy shall provide that it is not be cancelled, materially changed, or renewed without thirty (30) days written notice prior thereto to the COUNTY. GCAO shall provide a certificate evidencing such coverage and identifying the COUNTY, its officers, officials and employees, as express third party beneficiaries and/or as an additional insured regarding such insurance policy as obtained by GCAO within twenty (20) days after the commencement of this Contract.

It is further specifically and expressly understood that the indemnification provided herein constitutes GCAO's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

5. GCAO QUALIFICATIONS AND TRAINING:

GCAO assumes full responsibility for the selection, qualifications and training of its personnel.

6. GCAO ESTABLISHMENT OF FEES:

GCAO shall determine and keep the fees charged for impounding Animals brought in by those other than the COUNTY, including private citizens within Grant County, private citizens residing outside Grant County and all other cities existing within Grant County, the adoption fee charged anyone obtaining an Animal from GCAO, boarding fees or any other fee charged by GCAO which GCAO feels is appropriate.

7. PAYMENT BY COUNTY:

This Contract and payments made hereunder shall constitute the COUNTY's entire obligation for impound fees, boarding fees, euthanasia fees or any other fees GCAO may charge when an Animal is brought into GCAO's care, custody and control.

8. TERM:

This contract is in effect retroactively from January 1, 2023 to December 31, 2023. It expires on December 31, 2023.

9. WAIVERS:

The failure of the COUNTY to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the COUNTY may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

10. NOTICE:

All notices to be given with respect to this Contract shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

If to COUNTY: Board of County Commissioners
 P.O. Box 37
 Ephrata WA 98823-0037

If to GCAO: Grant County Animal Outreach
 6725 Randolph Road NE
 Moses Lake, WA 98837

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

11. APPLICABLE LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

12. INVALIDITY:

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect despite such invalidity or illegality.

13. TIME IS OF THE ESSENCE:

Time is of the essence in performance of any and all obligations pursuant to this Contract.

14. INDEPENDENT CONTRACTOR STATUS:

The parties intend that an independent contractor relationship will be created by this Contract.

No agent, official, officer, employee, servant or representative of GCAO shall be deemed to be an officer, official, employee, agent, servant or representative of the COUNTY for any purpose. GCAO will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants or representatives.

GCAO is now and has always been an independent contractor. Nothing contained in this Contract, or related documents shall be construed as creating any form of employment relationship between the COUNTY and GCAO, or the agents, officers, or employees of GCAO. The agents, officers, or employees of GCAO shall not be entitled to any rights or privileges of COUNTY employment. GCAO assumes exclusive responsibility for any and all actions, rights and obligations of its agents, officers, or employees.

GCAO is responsible for all payroll taxes, as otherwise appropriate, including without limitation, Federal Social Security taxes, Federal and State unemployment taxes and State workmen's compensation, insurance premiums, license fees, fingerprinting costs, outfitting expenses, and any other expenses of GCAO related to the execution of this Contract.

The COUNTY has not and shall not be responsible for withholding or payment of any taxes or Social Security on behalf of GCAO, including without limitation, industrial insurance premiums. GCAO shall be fully responsible for any such withholding or payments, including without limitation, taxes, social security, and industrial insurance premiums.

15. LICENSING:

GCAO shall be duly licensed and shall obtain all necessary licenses and permits to perform the services required herein. Costs for all licenses, permits, background and screening costs, etc., are the sole responsibility of GCAO. Throughout the term of this Contract, GCAO shall possess and maintain valid licenses and/or certifications as may be required by local, State and/or Federal law. Potential for license suspensions, revocations or limitations shall be reported to COUNTY, in writing, within three (3) days of notice from any licensing agency or authority, or governing body, with jurisdiction.

Within ten (10) business days of the last party to the Contract signing thereto, GCAO shall provide written verification of current licensing and certification credentials maintained by the COUNTY.

16. NONASSIGNMENT:


No portion of nor any interest in this Contract may be assigned to a third party without the prior written approval of the COUNTY.

17. INSPECTIONS:

GCAO shall submit to inspections of the premises and records by COUNTY representatives at any time, without prior notice. Such inspections may include, but not be limited to, inspection of kennels or observations of procedures. **IN WITNESS WHEREOF**, the parties hereto have executed this Contract the day and year as set forth herein.

DATED this _____ day of _____, 2023.

Approved as to form:



Rebekah M. Kaylor, WSBA: 53257
Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY WASHINGTON**

Rob Jones , Chair

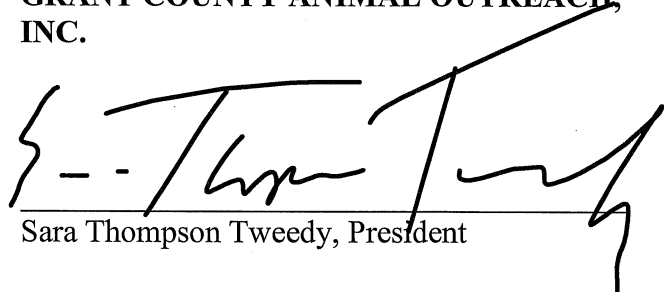
ATTEST:

Cindy Carter, Vice-Chair

Barbara J. Vasquez, Clerk of the Board

Danny E. Stone, Member

**GRANT COUNTY ANIMAL OUTREACH,
INC.**



Sara Thompson Tweedy, President